After Recording Return to:

GEORGE BENSON

21 AVENUE A

SNOHOMISH, WA 98290



### DEED OF TRUST

Grantor

HERITAGE BAPTIST FELLOWSHIP HAGER, JAMES R and FRANCES M

Grantee

PACIFIC NORTHWEST TITLE INSURANCE CO (Trustee)

Legal Description

Ptn SW 4 NW 4 5-27-7

Add'l on p 1 & 2

Assessor's Tax Parcel ID#

270705-002-064-00

THIS DEED OF TRUST, made this 18th day of August, 2006, between HERITAGE BAPTIST FELLOWSHIP, a Washington nonprofit corporation, Grantor, whose address is 16651 Currie Road (mailing P O Box 1090), Monroe, WA 98272, PACIFIC NORTHWEST TITLE INSURANCE COMPANY, a corporation, Trustee, whose address is 3224 Wetmore, Everett, WA 98201, and JAMES R HAGER and FRANCES M. HAGER, husband and wife, Beneficiary, whose address is 21314 Calhoun Road, Monroe, Wa 98272;

WITNESSETH Grantor hereby bargains, sells and conveys to Trustee, in trust, with power of sale, the following described real property in Snohomish County, Washington

A portion of the Southwest quarter of the Northwest quarter of Section 5, Township 27 North, Range 7 East of the Willamette Meridian, in Snohomish County, Washington.

EXCEPT the West 50 feet thereof,

AND EXCEPT portion conveyed to State of Washington under recording numbers 934495, 2274455 and 2274456 for Highway S R 2,

AND EXCEPT that portion thereof lying within Rivmont Heights Division No 1, according plat recorded in Volume 17 of Plats at pages 99 and 100, in Snohomish County, Washington, described as follows

Commencing at the intersection of the West line of said Southwest quarter with the North margin of SR 2,

Thence North 85°22'35" East, along said North margin, 342 67 feet, Thence continuing along said North margin, South 89°34'59" East 239 33 feet to the Point of Beginning,

Thence North 01°29'40" East 607 97 feet,

Thence South 88°48'33" East 711 42 feet to the East line of the Southwest quarter of the Northwest quarter of said Section 5,

Thence South 01°11'27" West, along said East line, 551 63 feet to the North margin of an access to S R 2,

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SNOHOMISH,WA

Thence North 84°39'11" West, along said margin, 48 34 feet,
Thence continuing along said margin South 05°20'49" West 90 00 feet to
the North margin of S R 2,
Thence North 84°39'11" West, along said North margin, 451.97 feet,
Thence continuing along said margin North 89°34'59" West 209 15 feet to
the point of beginning

ALSO KNOWN AS Lot 4 of City of Monroe Short Plat No 199005 recorded under Auditor's file number 200405035216

which real property is not used principally for agricultural or farming purposes, together with all tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, issues and profits thereof

This deed is for the purpose of securing performance of each agreement of Grantor herein contained, and payment of the sum of FORTY-TWO THOUSAND AND NO/100THS DOLLARS (\$42,000 00), with interest, in accordance with the terms of a Promissory Note of even date herewith, payable to Beneficiary or order, and made by Grantor, and all renewals, modifications and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of their successors or assigns, together with interest thereon at such rate as shall be agreed upon

To protect the security of this Deed of Trust, Grantor covenants and agrees

- 1. To keep the property in good condition and repair, to permit no waste thereof, to complete any building, structure or improvement being built or about to be built thereon, to restore promptly any building, structure or improvement thereon which may be damaged or destroyed, and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property
- To pay before delinquent all lawful taxes and assessments upon the property, and to keep the property free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust
- 3. To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by Beneficiary, and be in such companies as Beneficiary may approve, have loss payable first to Beneficiary as its interest may appear, and then to Grantor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as Beneficiary shall determine. Such application by Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.
- To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title

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SNOHOMISH, WA

- The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy, Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.
- Upon the resignation, incapacity, disability, absence or death of the Trustee, or the election of the Beneficiary to replace the Trustee, the Beneficiary shall appoint a successor Trustee Upon recording the appointment of a successor Trustee in each county in which the deed of trust is recorded, the successor Trustee shall be vested with all powers of an original Trustee. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party, unless such action or proceeding is brought by Trustee
- This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but upon their heirs, devisees, legatees, administrators, executors, successors and assigns The term "Beneficiary" shall mean the holder and owner of the Note secured hereby, whether or not named as Beneficiary herein
- Due on Sale. If the property which is encumbered by this Deed of Trust is sold by deed, contract of sale, stock transfer, or otherwise conveyed to any person or party, the obligation secured by this Deed of Trust shall be due in full and shall be paid in accordance with the Promissory Note secured by this Deed of Trust.

HERITAGE BAPTIST FELLOWSHIP, Grantor

STATE OF WASHINGTON )ss COUNTY OF SNOHOMISH )

I certify that I know or have satisfactory evidence that THOMAS MINNICK is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Senior Pastor of HERITAGE BAPTIST FELLOWSHIP to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 18th day of Mugust

BARBARA JOHNSON STATE OF WASHINGTON NOTARY --- PUBLIC My Commission Exchas 8-16-2008

(Legibly print name of notary)

NOTARY PUBLIC in and for the State of

Johnson

Washington, residing at Good

My commission expires \_8/2

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SNOHOMISH, WA

### REQUEST FOR FULL RECONVEYANCE

To be used only when Note has been paid.

TO PACIFIC NORTHWEST TITLE INSURANCE COMPANY, Trustee

THE UNDERSIGNED is the legal owner and holder of the Note and all other indebtedness secured by the within Deed of Trust. Said Note, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied, and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said Note above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with said Deed of Trust, and to convey, without warranty, to the parties designated by the terms of said Deed of Trust all the estate now held by you thereunder.

DATED this	day of	,
		JAMES R. HAGER, Beneficiary
		FRANCES M HAGER, Beneficiary
		,
Mail reconveyance	e to:	

SNOHOMISH,WA Document: TDD 2006.08251158

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JAID PLAT OF REVIOUR PRINCIPS YOU AND O PLAT OF RYMONT HEIGHTS DIV. NO. 1; NCE NORTH 8219'28' EAST, ALONG SAID SOUTH LINE, 645.00

DATED 4-29-04

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PASTOR THOMAS MINNICK FOR HERITAGE BAPTIST FELLOWSHIP M MITNESS WHEREOF WE SET OUR HANDS AND SEALS THIS 20 0 -30th Day of April

ACKNOWLEDGENERI

COUNTY OF KASHINGTON ∕§s

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SURVEYOR'S CERTIFICATE

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PER CITY COMMENTS 4-21-04 TG
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AUDITORS CERTIFICATE

FILED FOR RECORD THIS 500 DAY OF 11184 20.04 AT 11:00 А и и воск

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PO BOX 1090 MONROE, WA FELLOWSHIP HERITAGE BAPTIST

98272

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4. SUBJECT 10 THO EXSELVINE TO PUET SOUND POWER AND LIGHT FOR ELECTRICAL TRANSMISSION UNDER RECORDING MADIEGES REVIOUS AND 62-047, THE LEGAL DESCRIPTION CONTINUED IN THE EASTLEPH IS NOT SUFFICIENT TO DETERMINE ITS EXCELLECTION WHITEH THE SILE. S. SUBLICT TO AN EXCEPTING ANTERIAL UNDER RECORDING NUMBER 1306863. THIS EXISIDENT SEEMS TO AFFECT THE PROPERTY NOW PLATED AS BOWART MADDED IN: A MID 2. HOWEVER, A FORTION MAY LIE ALONG THE NORTHERLY PROPERTY LINE OF THE SITE.

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7. THE CENTING ACCESS TO 382 DECENDED COMPLY WITH CORRECT MESTOD ON CITY OF MANAGE STANDARDS, NO CONSTRUCTION SHALL BE PERMITTED ON THE PART OF MINHS HAT STATE REPORT OF MAY DETERMINE AND THE PART OF MINHS HE STATED WITH THE CENTER WITH BESTED WITH ACCESS MOTORCHASTERS HAVE RESIDED OF THE PART OF MINHS HE STATED WITH ACCESS MOTORCHASTERS HAVE RESIDED WITH ACCESS MOTO

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THE EXISTING ACCESS TO SR2 WILL BE REMOVED WHEN THE NORTH MOVINGE INTERCHANGE IS CONSTRUCTED. ALTERNATIVE ACCESS WILL NOT BE PROVIDED BY THE DITY OF MONROE.

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OF TERMINATION

"I THE BASIS OF THE REPRESENTATIONS HERRY SUBJECTED, THE CITY PLANNER HAS SPROVED THIS SHORT FLAT (SP. 19900S) UNDER THE PROVISION OF CHAPTER 17 AND CITY OF HOMBOL'S MUNICIPAL CODE.

4/30/04 APPROVED BY DIRECTOR OF COMMUNITY DEVELOPMENT, CITY OF MONROE

HERITAGE CHURCH SHORT PLAT 199005

HERITAGE BAPTIST CHURCH, MONROE, WA

Mead Silman & Assoc.
PROFESSIONAL LAND SURVEYORS
P.O. BOX 289. WOODINVELE, WA 98072 (425) 486-1252 DATE 04-30-03 02203

SHEET

1 QF

SCALE:

1' = 200'

PROJECT:

CLIENT:

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SHEET



